

REQUEST FOR PROPOSAL

Stored Value Card Services

For

Louisiana Department of the Treasury



File Number: B3000016181P

Solicitation Number: 3000016181

Proposal Opening Date: January 6, 2021

Proposal Opening Time: 10:00 A.M. CT

**State of Louisiana
Office of State Procurement**

November 30, 2020

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REQUEST FOR PROPOSAL

For

Stored Value Card Services

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers to provide banking services associated with Stored Value Card services. These services may include single use and reloadable Stored Value Cards for disbursement of funds from a participating State Agency to an individual or entity, using an Electronic Access Card (EAC) that is VISA or MasterCard branded. Hereafter in this document, the EAC will be referred to as a “Stored Value Card” and will be considered to be the equivalent. The Proposer must be a financial institution or affiliated with a financial institution.

1.2 Background

The Louisiana State Treasurer is an elected State official who is statutorily charged with providing the majority of the banking services for the State of Louisiana (State) through contracted support services via the State Treasurer’s Office (STO).

This RFP is being issued for use by all State Agencies and other Authorized Users to provide their customers with a single or reloadable Stored Value Card. The Stored Value Card will be used initially for unemployment compensation benefits payments from the Louisiana Workforce Commission (LWC), Child Support Enforcement (CSE) disbursements, Strategies to Empower People Program (STEP) support payments, and Child Care Assistance Program (CCAP) provider reimbursements from the Department of Children and Family Services (DCFS). Relevant program statistics are included in **Attachment D: Account and Card Statistics** of this RFP.

1.3 Goals and Objectives

The goal in pursuing the resulting no cost Contract from this RFP is to provide Stored Value Card services to any State Agency desiring the use of such services including but not limited to unemployment compensation benefits, child support disbursements, and STEP payments.

The objective of this RFP is to procure services which:

- Achieve certification and implementation deadlines;
- Meet the stated requirements;
- Ensure accurate and timely processing of refunds, disbursements, payments, or reimbursements;
- Allow for growth and changes to the program;
- Provide system and operational security; and
- Provide fail safe, disaster recovery, and associated business continuity services.

1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of thirty-six (36) months unless otherwise terminated in accordance with the Termination provisions of the Contract. At the option of STO and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not to exceed sixty (60) months.

1.5 Definitions and Acronyms

- A. Active Account- An account with cards that have been activated by the cardholder.
- B. Agency or State Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- C. APO- Army Post Office. A military post office to support the Army and the Air Force.
- D. ARU- Automated Response Unit. Allows a caller to obtain information from a phone system without talking to an operator. Telephone keypad selections are made in response to voice prompts.
- E. ATM – Automated Teller Machine
- F. Cardholder- A person to whom a Stored Value Card is issued.
- G. CCAP- Child Care Assistance Program
- H. CSE- Child Support Enforcement
- I. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- J. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- K. DCFS - Department of Children and Family Services
- L. DOA- Division of Administration
- M. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- N. EAC - Electronic Access Card. - A Stored Value Card or debit card that can be used for shopping, dining, entertainment, withdrawing cash and more.
- O. EFT- Electronic Funds Transfer.
- P. FDIC- Federal Deposit Insurance Corporation.

- Q. FPO- Fleet Post Office. A military post office to support the Navy, Marine Corps, and the Coast Guard.
- R. IDC- Indicative Change Report
- S. IVR- Interactive Voice Response
- T. LWC- Louisiana Workforce Commission
- U. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- V. Must - The term denotes mandatory requirements.
- W. NACHA- The National Automated Clearing House Association. For an overview of NACHA regulations, visit <http://www.nacha.org>.
- X. OSP- Office of State Procurement
- Y. PCI DSS – The Payment Card Industry Data Security Standard is a set of security standards designed to ensure that all merchants that accept, process, store, or transmit credit card information maintain a secure environment.
- Z. PIN – Personal Identification Number
- AA. POS – Point of Sale
- BB. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.
- CC. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- DD. Regulation E - Establishes the rights, liabilities, and responsibilities of parties in electronic funds transfers and protects consumers when they use such systems. For an overview of the regulation's requirements, visit: <http://www.federalreserve.gov/bankinforeg/regecg.htm>.
- EE. RFP- Request for Proposal
- FF. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- GG. Should – The term denotes a desirable action.
- HH. State- The State of Louisiana.
- II. STEP- Strategies To Empower People

JJ. Stored Value Card- A multipurpose Electronic Access Card issued on behalf of a participating State Agency for benefits, payments, or reimbursements related to that State Agency.

KK. STO- State Treasurer's Office, also referred to as Louisiana Department of the Treasury.

LL. TDD TTY- Telecommunications Device for the Deaf/TeleTypewriter. A group of telecommunication devices that make it easier for deaf and/or mute people to communicate over telephone lines.

1.6 Schedule of Events

	Date Time (CT)
1. RFP posted to LaPac and Blackout Period begins	November 30, 2020
2. Deadline to receive written inquiries	December 10, 2020
3. Deadline to answer written inquiries	December 22, 2020
4. Proposal Opening Date (Proposal Submission Deadline)	November 6, 2021 at 10:00 A.M. CT
5. Oral discussions with Proposers, if applicable	To be scheduled
6. Best and Final Offer with Proposers, if applicable	To be scheduled
7. Notice of Intent to Award to be issued	To be scheduled
8. Contract Initiation	To be scheduled

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement
P. O. Box 94095
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

Important - - Clearly mark outside of envelope, box or package with the following information and format:

- X **Proposal Name: Stored Value Card Services**
- X **File Number: B3000016181P, Solicitation Number: 3000016181**
- X **Proposal Opening Date and Time: January 6, 2021 at 10:00 A.M. CT**

OR

Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

Important - - Clearly mark outside of envelope, box or package with the following information and format:

- X **Proposal Name: Stored Value Card Services**
- X **File Number: B3000016181P, Solicitation Number: 3000016181**
- X **Proposal Opening Date and Time: January 6, 2021 at 10:00 A.M. CT**

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

OR

Proposals may also be submitted online by accessing the link on page one (1) of the Request for Proposal.

NOTE: Proposers who choose to respond to this Request for Proposal online via the vendor portal are encouraged to not submit a written proposal as well.

Proposers are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the proposer's choice to submit their proposal online. The Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.8 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described and outlined in Tabs as below:

Tab A. Cover Letter: The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal and bind the Company as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**

4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

Tab B. Table of Contents: Organized in the order cited in the format contained herein.

Tab C. Company Background and Experience: History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. See **Part II Scope of Work/Services, Section 2.5 Proposal Elements, 2.5.2 Technical, 2.5.2.1 Qualifications/Background Experience** of this RFP.

Tab D. Technical Service and Support Requirements: Illustrating and describing proposed technical solution and compliance with the RFP requirements. The Proposer should describe all deliverables, other than reports, including the format and content of each deliverable. The Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No. See **Part II Scope of Work/Services, Section 2.5 Proposal Elements, 2.5.2 Technical, 2.5.2.2 Technical Service and Support Requirements** of this RFP.

Tab E. Project Schedule/Implementation Plan: Detailed schedule of the implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc. See **Part II Scope of Work/Services, Section 2.5 Proposal Elements, 2.5.2 Technical, 2.5.2.3 Project Schedule/Implementation Plan** of this RFP.

Tab F. Reports and Deliverables: The Proposer should describe all reports and deliverables including the format and content of each report and deliverable. See **Part II Scope of Work/Services, Section 2.2 Deliverables, 2.2.1 Reporting Requirements, 2.5.2.4 Reports** of this RFP.

Tab G. Innovative Concepts: Presentation of innovative concepts, if any, for consideration. See **Part II Scope of Work/Services, Section 2.5 Proposal Elements, 2.5.2 Technical, 2.5.2.5 Innovative Concepts** of this RFP.

Tab H. Exceptions: Proposer must state any and all exceptions to this RFP, the State's Sample Contract or Terms. All exceptions must be stated whether exceptions are

in part or in whole and possible solutions should be presented for the State's consideration.

Tab I. Financial Proposal: The Proposer shall provide the referenced Stored Value Card processing services at no cost to the State. The Contractor chosen through this RFP process will be allowed to charge various fees to the Cardholder. The fees to be charged and the circumstances causing the fee charge shall be provided on the schedule contained within **Attachment A: Fee Schedule**. Prices proposed shall be firm for the duration of the Contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

If submitting by hard copy (printed), the Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".

If submitting online, the Financial Proposal should be a separate file from the Technical Proposal and should be clearly marked as "Financial Proposal".

1.9 Number of Response Copies

For online submission:

Each Proposer shall submit one (1) signed, searchable original response in .pdf format. The signed, searchable original technical response should be provided as one (1) file and the financial response should be submitted as a separate file.

Each Proposer should submit the following:

- One (1) redacted copy of proposal in .pdf format, if applicable (See **Section 1.11** of this RFP). The redacted copy should be provided as one (1) file.

For hard copy submission:

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Five (5) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) "searchable" electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP). The electronic redacted copy should be provided as one (1) file.

1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a

straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.11 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets

and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.12 Proposal Clarifications Prior to Submittal

1.12.1 Pre-Proposal Conference

NOT REQUIRED FOR THIS RFP.

1.12.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State’s contact person for this RFP, Andrew Guzzardo, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement
Attention: Andrew Guzzardo
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: andrew.guzzardo@la.gov

Phone: (225) 342-8040/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer’s questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_req

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.12.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.13 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.15 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond in the amount of Five Hundred Thousand dollars (\$500,000.00) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

1.16 Fidelity Bond Requirements

The Contractor shall be required to provide a Fidelity Bond in the amount of \$1,000,000.00 to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Louisiana Department of the Treasury shall be named the beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. This bond will be required prior to execution of the contract.

1.17 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

1.19 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.20 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.21 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made

and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.22 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

1.23 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.24 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.25 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

1.26 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.27 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.28 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.29 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.30 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.31 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

1.32 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

1.33 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

1.34 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.35 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment B** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and conditions including but not limited to those contained in **Section 1.24** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.36 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.37 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8040 or E-mail to Andrew.Guzzardo@la.gov.

1.38 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment C: Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment C: Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

1.39 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

1.40 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6)

months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.41 Payment

1.41.1 Payment for Services

The Contractor shall provide the referenced Stored Value Card services at no cost to the State. The Contractor chosen through this RFP process will be allowed to charge various fees to the Cardholder under certain circumstances. Proposer shall submit the various fees to the card holder in **Attachment A: Fee Schedule**.

There shall be no cost or fee to the State for implementation or transition. Any estimated fees or costs shall be expressly stated as well as any proposed allowances available to the State.

1.41.2 Late Payments

NOT REQUIRED FOR THIS RFP.

1.41.3 Electronic Vendor Payment Solutions

NOT REQUIRED FOR THIS RFP.

1.42 Termination

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.42.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.42.2 Termination of the Contract for Convenience

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.42.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.43 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due

or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.44 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.45 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Treasury or participating State Agencies, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.46 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.47 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.48 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

Subject to the provision in the contract regarding Contractor's rights to its pre-existing software or tools, upon completion of the contract, or if terminated earlier, work product which may include

software, source codes, data files, documentation, records, worksheets, or any other materials related to the contract that was developed as a result of the contract, exclusively for Louisiana, with federal or state financial participation shall become the property of the State. The federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation. All work products which may include software, source codes, records, worksheets, or materials shall be delivered to the State within thirty (30) days of the completion or termination of the contract.

These materials would be subject to the approval of the State, but the State would then request to be relieved of any trademark liability in the distribution of these materials.

1.49 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.50 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.51 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.52 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.53 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.54 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.54.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

1.54.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.55 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.56 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.57 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.58 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

1.59 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.60 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this RFP. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.61 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.62 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.63 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such

procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

1.64 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.65 Key Internal Control Outsourcing

NOT REQUIRED FOR THIS RFP.

1.66 Confidentiality of State Data and Information

All information relating to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out the Contract resulting from this RFP, or which becomes available to the Contractor in carrying out the Contract resulting from this RFP, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State.

Confidentiality requirements specific to each currently participating State Agencies can be found at Attachment F of this RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Contractor shall provide a standard card design, purchase plastic stock and be responsible for ordering, embossing, encoding and delivering one (1) or more products designated as Stored Value Cards as requested by each participating State Agency. The Contractor will be responsible for all associated expenses.

The Contractor shall provide a team of qualified financial industry officials to manage the system and the relationship with the Department of the Treasury and participating State Agencies.

STO requires that the Contractor provide customer service center(s) that will assist the participating State Agencies and the Cardholders with any questions or issues regarding use of the card. The Contractor's customer service agents must be adequately trained and responsive to the Cardholder's needs, and make every effort to resolve issues with their card in an expedient manner. The Contractor must offer, at a minimum, customer support service to Cardholders through the internet and by telephone. The State will not assume any responsibility for providing customer support to Cardholders regarding any features of the card or limitations outlined in the Cardholder agreement.

The State will not assume any responsibility for resolving banking or retail merchant issues with the Stored Value Card.

In order to maintain proper accounting and financial tracking needed by the State and federal regulations, the Contractor shall provide a series of reports to participating State Agencies in a frequency determined by each participating State Agency.

The Contractor shall be required to provide instructional material to Cardholders, to include material that clearly outlines the fees that may be incurred when using the Stored Value Card. The State does not assume any responsibility for paying the costs involved in producing these materials or the postage costs involved in mailing this material to Cardholders. The Contractor should offer participating State Agencies the option to collaborate with the creation of instructional or marketing materials, such as streaming video, brochures or presentations used for the sole purpose of educating Cardholders on the use of the card. All instructional and marketing material is subject to participating State Agency approval.

General Requirements:

- The Contractor shall provide a magnetic card that is fully compliant with all federal laws and regulations meeting industry standards for quality. It must be similar in design and technology to other bank-issued Automated Teller Machine (ATM) cards.
- Each card shall be branded VISA or MasterCard, shall operate via the VISA or MasterCard network, shall be accepted by any participating, non-restricted merchant, and will allow for PIN-based and signature-based purchases. Each participating State Agency may require additional other identifying branding on the card or cards issued to the Cardholder.

- The card shall be Regulation E compliant. The card shall be compatible with an operating ATM network, accessible throughout the State of Louisiana, as well as Point of Sale (POS) and allow for withdrawal of cash through a normal ATM transaction. In addition, the Contractor shall provide a liability policy whereby the Contractor shall relieve the Cardholder of liability for unauthorized use of the Stored Value Card upon receipt, review, and approval of an affidavit submitted by the Cardholder attesting to the unauthorized use. The State shall not be liable for any unauthorized transactions.
- All cards issued shall require Cardholder activation upon receipt. "Live/Active" cards shall not be mailed. The Contractor shall support an interface with STO and participating State Agencies to notify them via an electronic file of each card that has been activated by a Cardholder in order that the participating State Agency may release funds to only active card accounts.
- Cardholder information shall not be used for solicitation purposes, sold or rented to outside entities, nor used to encourage the Cardholder to establish any additional accounts with the banking entity issuing the card.
- The Contractor shall be responsible for reporting unclaimed property related to the accounts established under the Stored Value Card program (See La. R.S. 9:151 et seq.)
- The Contractor shall accept reversals from the participating State Agency for any payments made in error to the Cardholder account per National Automated Clearing House Association (NACHA) regulations.
- Upon implementation of the Stored Value Card Contract, the Contractor shall be responsible for notifying participating State Agencies, affiliates of the issuing institution, and the appropriate banking authorities of the new card issuer (participating State Agencies) and other details so that the Cardholders will not be refused access to their funds when presenting the card to tellers or ATMs for withdrawals or balance inquiries.
- The Contractor shall provide all reasonable transition assistance as requested by STO and participating State Agencies for six (6) months after the expiration of the Contract or cancellation for any reason to allow for the expired or cancelled part of the service to continue without interruption or adverse effect. During the transition period, the Contractor must allow the existing Cardholder access to their funds, account balances, customer service and all other services that were provided in the original Contract. The Contractor must continue to provide access to their customer service agents and to have their personnel continue to investigate any issues raised by the Cardholder in regards to retail outlets, banks, or other parties with whom the Cardholder may have initiated a transaction. Prior to the end of the contract period, the Contractor will provide a report of any issued cards which have a balance and have been inactive for one hundred eighty (180) days.
- The Contractor may have access to private or confidential data maintained by STO or participating State Agencies to the extent necessary to carry out its responsibilities under the Contract. To the extent the Contractor possesses records of the State, the Contractor shall comply with the La. R.S. 44:1 et seq, Public Records Law, as directed by STO.

- No private or confidential data collected, maintained or used in the course of performance of the Contract shall be disseminated by the Contractor except as required by federal or state laws and regulations, either during the period of the Contract or thereafter. The Contractor shall agree to return any and all data furnished by STO and participating State Agencies promptly at the request of STO in whatever form it is maintained by the Contractor. On the termination or expiration of the Contract, the Contractor will not use any such data or any material derived from the data for any purpose.

Card Restrictions:

- The card shall operate as a stored-value card or other electronic access-type card and shall have no line of credit. Since this is not a credit card, Cardholders shall not be charged interest on account balances at any time and may not use this card to borrow money from the card issuer.
- The Cardholder, or any other entity not authorized by the State, shall not be able to make deposits or add value to the card except when merchants make refunds.
- The Cardholder shall not be able to obtain checks or negotiate checks against the card or underlying account.
- The card shall not have any advertisements anywhere on the card

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- The Contractor must provide the conditions by which the network would allow for the possibility of a card to be overdrawn (such as: gas pump sales, hotel stays, internet sales, etc.) and the Contractor's method for getting reimbursement of those overdraft amounts from the Cardholder OR the Contractor must state that no overdrafts are possible and describe the limitations this places on the use of the Card.
- In the event that the network allows a Cardholder to overdraft their card account, the Contractor will be responsible for managing these overdrafts and for seeking reimbursement from the participate Cardholder. STO and participating State Agencies will not have any responsibility or obligation for such overdraft nor for any other costs or liabilities incurred by the bank due to the actions of a program participate. In addition, Contractor will not be allowed to deduct overdraft fees from the funds deposited on the Card.

Account Setup and Payment Processing:

- Payments shall be processed and credited to the Cardholder's account so funds are available to the Cardholder by close of business on the designated settlement day.
- Any funds deposited on the card during the transmission process must occur within the continental United States.
- The Contractor shall not charge any fees to the Cardholder for non-activated cards.

- Each participating State Agency may provide a file layout or similar document which provides information regarding how that Agency will transfer information to the Contractor. See **Attachment G: Sample File Layout** for a sample file layout for each State Agency currently participating in the Stored Value Card program. **Attachment G: Sample File Layout** is a sample, as each layout is specific to the bank.

Cardholder Access – Minimum Requirements:

- The card access network shall be available to all Cardholders and the technology used must be currently active and available.
- The Contractor shall provide the Cardholder with reliable access to card balance and transaction information on a 24/7 basis.
- The Cardholder shall be able to choose or change the PIN.
- The Contractor shall allow authorized personnel from STO and participating State Agencies to have access to account information.

Cardholder Fees:

At a minimum, the Contractor shall allow or provide the Cardholder the following:

- The Contractor shall provide informational material to the Cardholder that clearly notifies the Cardholder of the potential fees involved in using the Stored Value Card. This must be provided in two (2) methods: 1) a brochure provided with the card; and 2) a wallet-sized card that can be carried along with the Stored Value Card. Each participating State Agency must review and approve all instructional or informational material before they can be mailed to Cardholders.
- Cardholder shall be able to withdraw funds from any Contractor ATM an unlimited number of times without incurring any fees.
- A Cardholder shall be able to withdraw funds from an ATM other than Contractor's ATM without being assessed a foreign ATM surcharge by the Contractor bank.
- Cardholder shall be able to perform unlimited POS transactions or Cardholder must be able to make an unlimited number of PIN based or signature based retail purchases without incurring any fees.
- Cardholder shall be able to choose to get cash back when they use their Stored Value Card and PIN for retail, POS purchases an unlimited number of times without incurring any fees.
- Cardholder shall be able to perform balance inquiries at any Contractor ATM an unlimited number of times without incurring any fees.
- Cardholder shall be able to access their balance inquiry via the internet an unlimited

number of times without incurring any fees.

- Cardholder shall be able to access their balance inquiry via toll-free automated telephone service without incurring any fees.
- Cardholder shall be able to request one (1) replacement card per year without incurring any fees, when mailed via first class mail (standard three (3) to five (5) business day delivery). The Contractor cannot charge the Cardholder any transfer fees.
- Cardholder shall be able to contact Contractor's customer service agents via telephone to make inquiries or resolve issues with their accounts an unlimited number of times without incurring any fees.
- Cardholder shall be able to use a bank teller at any Contractor bank to withdraw funds one (1) time per payment without incurring any fees.
- Cardholder shall be able to transfer funds to any United States checking or saving account at any Contractor bank without incurring any fees.
- Cardholder shall not be charged by the Contractor a fee for denial of a transaction when the Card balance is insufficient.

Security:

- The Contractor shall provide written notice to the First Assistant State Treasurer, the Chief Fiscal Officer, and each participating State Agency as soon as possible, and no later than (1) business day, following the reasonable belief of any unauthorized access or breach of confidential information provided to the Contractor under the Contract. The Contractor's written notice shall include, at a minimum:
 - The nature of the unauthorized use or disclosure; and
 - The specific confidential information involved.
- Similarly, the Contractor shall provide the following additional information as it becomes available:
 - Who gained unauthorized access to the confidential information;
 - What steps the Contractor has taken or will take to mitigate any negative effect of the unauthorized use or disclosure;
 - What corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- Any notification to Cardholders resulting from a breach of sensitive personal information must be done in consultation with the First Assistant State Treasurer or designee. All costs associated with a security breach as a result of the Contractor's failure to comply with terms of the Contract, including any notification, will be the full responsibility of the Contractor. Any costs incurred by STO or any State Agency directly resulting from a breach of security on the part of the Contractor under the Contract must be reimbursed by the Contractor to the State.
- The Contractor shall be responsible for safeguarding all stored data, particularly files

that contain recipient information, so as to be compliant with all state and federal laws and regulations, and in the case of Debit Cards, individual card brand requirements. The Contractor must be compliant with Payment Card Industry Data Security Standards (PCI DSS) and must show proof of such certification in accordance with the policies, standards and guidelines, including evidence for any subcontractors, third party processors and any other involved parties.

- Should a compromise of customers' personal identifiable information occur, the customers impacted shall be notified in accordance with Louisiana's Database Security Breach Notification Law, La.R.S. 51:3071 et seq.

Customer Service:

- All customer service call centers used by the Contractor to service the resulting Contract shall be located within the continental United States.
- The Contractor's customer support package shall include the capability for Cardholders to report lost, stolen or damaged cards.
- The Contractor shall provide a secure internet-based management tool that will allow Cardholders to view financial transaction detail posted to their account. STO and authorized participating State Agency staff shall have access to limited account information via the web management tool.
- The Contractor shall provide a toll-free telephone access to Customer Service and Support that can be accessed seven (7) days per week, twenty-four (24) hours per day.
- The Contractor's Customer Service Support Package shall include TDD/TTY capability.

The Contractor shall bear any and all costs for implementation or transition.

2.1.1 Responsibilities of the State

- The State will provide no financial consideration to the Contractor for Stored Value Card services, including any and all costs associated for transition and implementation.
- The State will be responsible for providing and transmitting to the Contractor all demographic information needed for establishing Cardholder accounts.
- The State will provide the Contractor with the required information needed in regard to the financial institution(s) designated by the STO for purposes of the resulting Contract.
- STO, through each participating State Agency, will be responsible for providing the funds to be deposited to Cardholder accounts.
- Each participating State Agency will review all instructional or marketing materials provided by the Contractor, subject to STO approval.
- The participating State Agencies will promote the Stored Value Card product in appropriate State materials.

2.2 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal at Tab F, and how the proposed deliverables will be provided.

The minimum deliverables are:

1. A viable, pre-existing system for issuing Stored Value Cards and processing Stored Value Card transactions by January 31, 2021.
2. Instructional materials to be provided to Cardholders, to include material that clearly outlines the fees that may be incurred when using the Stored Value Card, subject to participating State Agency approval.
3. Creation of instructional or marketing materials, such as streaming video, brochures or presentations used for the sole purpose of educating State clients on the use of the Stored Value Card, subject to participating State Agency approval.

2.2.1 Reporting Requirements

Report Name	Report Description	Frequency
Monthly Activity Report	Detailed report for the preceding month's activity including the number of cards issued, the number of cards cancelled, and any other activity totals as negotiated.	Monthly
Weekly Account Inactivity Report	Shows accounts that have shown no activity for a predetermined period of time.	Weekly
Batch Processing Summary Report	Shows information about approved and rejected deposit records.	Each time a refund deposit file is processed
Card Returned Report	Shows cards that were returned as undeliverable	Daily
Cards not Activated Report	Shows cards that have gone more than thirty (30) days after issue without being activated, amount of funds associated with these cards, and an aggregate total of funds	Daily
Return of Funds Report	Shows the Cardholders name, amount of funds being returned and an aggregate total of funds returned. Used in conjunction with automated return of funds program.	Daily
Unauthorized Use	Shows Cardholders who have claimed reimbursement or have been reimbursed for unauthorized use and the dollar amount reimbursed	Monthly
Closed Accounts	Listing of accounts that were closed during the reporting period and reason for closure; notification of any account closed due to suspect activity	Monthly

2.3 Fee Schedule

Fees proposed by the Proposers shall be submitted on the fee schedule furnished herein on **Attachment A: Fee Schedule**. Fees submitted shall be firm for the duration of the Contract.

2.4 Location

The gathering of system requirements is to be performed at the Department of the Treasury and participating State Agencies' offices located in Baton Rouge, Louisiana. All other service is to be performed, completed and managed at the Contractor's locations. All travel and incidental expenses incurred in performance of the Contract shall be at the expense of the Contractor.

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include fees per the schedule furnished in **Attachment A: Fee Schedule**, as well as other potential charges (if any) for proposed services associated with the RFP program administration that you wish the State to consider.

2.5.2. Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

2.5.2.1 Qualifications/Background Experience

Company Background and Experience

Proposer should provide information at Tab C regarding experience and capability as requested below.

1. Describe the legal structure of Proposer's organization and the State in which the organization is registered.
2. Describe a brief history of Proposer's organization.
3. Provide three (3) references of clients that are governing jurisdictions in the United States that have populations exceeding one (1) million people for which the Proposer has implemented and continues to operate systems for issuing debit cards. Each client reference should include the scope and duration of the engagement with the referenced jurisdiction and the name, title, phone number, mailing address and email address of the jurisdiction's contract administrator.
4. In addition to the Proposer's listing and description of Client references, Proposer must provide a copy of the **Reference Response Request Form** found as **Attachment E** to this RFP to each of the Client references identified. The form should be completed in its entirety by the Client reference responder and mailed, faxed, or e-mailed directly from the

Client reference responder to the State Procurement Analyst by the proposal due date. It is the responsibility of the Proposer to ensure the Client references are aware of deadlines and provide timely responses.

5. Describe in detail Proposer's prior experience in performing similar services requested in this RFP. Proposer shall present evidence of being affiliated with VISA or MasterCard.

6. Provide audited financial statements for the preceding three (3) year period.

7. Provide a list of any legal actions that have been brought against Proposer's organization, both current and pending. Proposer shall describe the history of any litigation that has involved the Proposer or their services.

8. Describe any company policies in effect and imposed on its customers or clients as a condition of establishing or maintaining a business relationship with the company, that may infringe, restrict the exercise of, or otherwise impinge upon the rights of the citizens of the State of Louisiana to lawfully keep and bear arms pursuant to the U.S. Constitution and Louisiana Constitution.

9. Describe any company policies in effect and imposed on its customers or clients as a condition of establishing or maintaining a business relationship with the company, that may infringe, restrict the exercise of, or otherwise impinge upon the exercise of constitutionally protected rights of the citizens of the State of Louisiana pursuant to the U.S. Constitution and Louisiana Constitution.

10. Identify a team of qualified financial industry officials that will manage the system and the relationship with the Department of the Treasury and participating State Agencies by including resumes that address the professional experiences of the individuals with similar clients and services. In addition, Proposer should identify those individuals who will have primary responsibility for handling the project implementation, information systems matters after implementation, financial reporting issues after implementation, and customer service matters.

11. Proposer must provide evidence of any necessary applicable professional license required by law.

2.5.2.2 Technical Service and Support Requirements

A. General Requirements – By submitting a proposal, Proposer certifies that it is capable of providing and accepts the requirements of this RFP. The Proposer shall state at Tab D of the proposal the acceptance and capability of each item in the order listed below:

1. The Proposer shall provide legal assurances that all accounts set up for Cardholders under the Stored Value Card program are insurable to FDIC limits per individual participant.

2. The Proposer shall provide a map or schematic or listing of all Louisiana ATMs and branch locations for the issuing bank and associated networks. For locations outside of Louisiana, the Proposer must provide a listing or website address of where the cardholder

may find these locations.

3. Cardholder information shall be protected and kept confidential. Proposers shall describe what security measures will be taken to ensure confidentiality of the Cardholder's information and shall provide details of the security package to be used for access control to Cardholder information.

B. Card Restrictions:

The Proposer shall provide any and all conditions by which the network would allow for the possibility of a card to be overdrawn (such as: gas pump sales, hotel stays, internet sales, etc.) and the method for getting reimbursements of those overdraft amounts from the Cardholder OR the Proposer must state that no overdrafts are possible and describe the limitations this places on the use of the card.

C. Account Setup and Payment Processing:

The Proposer must be affiliated with VISA or MasterCard and must be capable of performing electronic funds transfer (EFT) using NACHA standards.

D. Customer Service:

Proposers shall provide a diagram of the call flow, menu and options that Cardholders will encounter when calling the customer service center(s).

Unemployment Calls

Month	Total Calls	Total Agent Assisted
December 2019	96,892	24,682
January 2020	101,950	28,790
February 2020	84,663	20,656

Child Support Calls

2019	Total Calls	Total Agent Assisted
January – December	2,947,275	145,663

Proposers shall include in the Proposal any alternative methods of accessing account information such as online access and/or Automated Response Unit (ARU) technology.

E. Statement of Technical Capability:

Proposer shall state a complete response to each item in the order presented below and provide the response to each item at Tab D:

1. Describe the process for providing multiple cards on an account for family members of the person named on the account.

2. Provide a description of data exchanges needed for initiating the issuance of Stored Value Cards to participants. This should include the processes for handling rejections and/or exceptions.
3. Describe the process that will be utilized to handle the return of undeliverable Stored Value Cards and the funds associated with the card account.
4. Provide a description of the process for transmitting funds to be applied to Stored Value Card accounts.
5. Provide a description of the transaction processing networks employed by the proposed system and the network interfaces.
6. Supply documentation of capacity analysis regarding the system being proposed. The capacity analysis must include the percentage of customers successfully accessing the Proposer's Stored Value Card transaction network on the first attempt in relation to the total number of attempts.
7. Describe how the project will be managed, prioritized, and controlled.
8. Describe applicable Federal Regulation "E" requirements and how they will be met.
9. Describe any limitations concerning the maximum amount for which a card can be funded, the maximum amount that can be withdrawn in a single ATM transaction, or any other fund limitations that may exist with the proposed solution.
10. Describe the process for Cardholders to "cash-out" the card account balance. For example, can Cardholders withdraw amounts less than one (1) dollar?
11. Describe the following:
 - (a) Disaster/Backup Recovery Plan. The disaster recovery plan should demonstrate that in the event of a catastrophe the Cardholders' inconvenience would be minimal.
 - (b) Security and Privacy Plan
 - (c) Copy of the Proposer's organizational policy statement on security/privacy
 - (d) Application Test Plan – Test reports/certification(s) should be included in the proposal.
12. Provide information on how the Proposer will verify the transaction and how the Proposer will protect against fraud liability to prevent card fraud, card theft, and identity theft and data corruption.
13. Provide a description of the Proposer's support services to Cardholders. The description should include the days and hours of service, the availability of a toll-free number, and response time.
14. Provide a description of the Proposer's support services to STO and participating State Agencies. The description should include the days and hours of service, the availability of a toll-free number, and response time.
15. Provide details of the marketing support to be provided to promote the Stored Value Card program.

16. Describe the monthly statement provided for each Cardholder, including the timeline for providing online statements and information on each statement. Sample statements should be provided in the proposal.
17. Describe how Cardholders are notified of changes in policy or procedures that affect Cardholders.
18. Describe how Cardholder complaints are resolved and the timeframes associated with the process. List the types of issues anticipated and explain how resolution will occur.
19. Describe how errors are resolved and timeframes associated with the process.
20. Describe how issues of fraud and liability are handled, including but not limited to, monitoring account transactions to identify any unusual spending patterns or frequencies, attempted purchases at excluded merchants, or purchases made on dates and times that are outside of normal Cardholder spending patterns.
21. Describe how returned mail is handled and how it will be reported to STO or the participating State Agencies.
22. Describe Proposer's procedure for reporting lost, stolen, or damaged cards.
23. Describe the procedure and timeline for the replacement of a Cardholder's lost, stolen or damaged card.
24. Detail all services that will be provided to Cardholders.
25. Describe services available to Cardholders living outside of the continental United States and those with an FPO and APO address.
26. Describe how a secure internet-based management tool that allows Cardholders to view financial transaction details posted to their account will work, including how technical support will be provided to those Cardholders that are having problems using the website. Include how this tool will allow STO and authorized participating State Agency staff limited access to account information.
27. Describe what languages, other than English, are available through Proposer's Customer Service center. What languages can Proposer provide through translation services? Which translation service(s) does Proposer use? What limitations might Cardholders encounter, in terms of language and translation?
28. Explain the PIN selection process under the following circumstances: After initial card issuance, when a card is lost or stolen, and if a Cardholder forgets their PIN. In addition, explain alternative methods of PIN selection such as ARU PIN select, etc. if available.
29. Describe the customer process for completing a balance inquiry, including such options as ARU, ATM, Customer Support, online, etc.
30. Describe any limitations placed on the Cardholders, such as amount available to withdraw daily and number of transactions permitted daily.

31. Describe any transactions or purchases that will be restricted or disallowed.
32. Describe procedures for contacting the Cardholder when fraudulent card usage is suspected.
33. Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, please indicate if there has ever been a compromise to any credit card systems or application through a security breach. If yes, explain the process the company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent it in the future.
34. Provide a description of the Card Activation Process.
35. Describe the process for requesting a reversal in the event of mis-applied payments.
36. Describe the process for notifying STO or participating State Agencies of closed stored value accounts.

2.5.2.3. Project Schedule/Implementation Plan

Proposer shall provide a detailed project schedule and work plan, including timelines, for developing, testing, and implementing the STO Stored Value Card project. A final schedule will be mutually agreed upon after a Contractor is selected. At a minimum, the Proposer must provide:

1. Timeline and description of how the initial card issuance process will work.
2. Timeline and description of how the ongoing card issuance process will work.
3. Timeline and plans for how instructional materials will be developed and provided to Cardholders.

2.5.2.4. Reports

Proposer shall provide examples of detailed reporting. Please refer to **Section 2.2.1 Reporting Requirements** of this RFP for each participating State Agency's reporting requirements. An example of each of the reports should be provided with the RFP response.

2.5.2.5 Innovative Concepts

Proposer may present innovative concepts. Innovative concepts should be additional functionality or services that are not part of the proposed solution. These optional features will be reviewed on their usefulness, practicality, and likelihood of successful implementation.

2.5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a

Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Technical Proposal (Section 3.1)	204 points
Financial Proposal (Section 3.2)	60 points
Veteran and Hudson Initiative (Section 3.3)	36 points
Total Possible Points	300 points

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Technical Proposal – 204 Points

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the State Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- Technical Service and Support Requirements – 90 points
- Project Schedule/Implementation Plan – 60 points
- Company Background and Experience – 39 points
- Reports – 10 points
- Innovative Concepts – 5 points

3.2 Financial Proposal - 60 Points

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.

The following financial criteria will be evaluated:

The Proposer's overall total cost will be the sum of all proposed fees on **Attachment A: Fee Schedule**.

Prices proposed by the Proposer shall be submitted on the Fee Schedule furnished in **Attachment A**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided on the **Attachment A: Fee Schedule** and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated
 FPP = Financial Proposal Points

3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation - 36 Points

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Performance requirements establish the acceptable level of service for all aspects of the Contractor's processing systems and operations. The Performance Requirements include:

1. Automated Environment – All hardware and software required to operate and support the program must be operational. All program development activities and deliverables are complete, accurately tested, and implemented timely. All documentation related to the required services is complete, accurate and available for user review upon request.
2. General Controls – Logical system security to prevent unauthorized access to data is in place and maintained. Confidentiality measures are implemented and maintained. Physical security and internal controls for all sites and services required to prevent or minimize the risk of loss, destruction or theft of physical assets and unauthorized access has been established. Fail safe/disaster recovery procedures articulated in the technical response have been implemented.
3. Performance Monitoring – The Contractor must cooperate fully with the State or other authorized designee of the State for all performance monitoring audits and reviews.
4. Processing – All online systems must be available during the agreed upon times. All debit cards must be issued to the fund recipient within the timeline agreed upon.
5. Transmissions, Files and Reports – All Contractor provided reports are accurate, complete, and legible. All data transmissions shall be capable of being processed in accordance with requirements and procedures of the contract.

4.2 Performance Measurement

The Contractor's performance will be evaluated through performance monitoring reviews and audits to assess the effectiveness of specific functions and/or processes to determine compliance with the Performance Requirements. The performance monitoring program will ensure that:

1. Appropriate controls are implemented and maintained for complete and accurate processing of drafts, reports, and electronic files.
2. Timely and accurate processing of drafts and initiation of direct deposits is achieved and consistent.
3. Manual procedures and automated processing systems are implemented and maintained.
4. Security measures are implemented and maintained.
5. Disaster recovery and business continuity capability is maintained and consistent.
6. Complete and accurate documentation is present and maintained.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT A: FEE SCHEDULE

Fee Description	Number Free	Time Period	Proposed Cost
ATM Cash Withdrawal			\$
At Proposer's ATM			\$
At all other ATMs			\$
At ATMs outside the US			\$
Telephone Balance Inquiry (person to person)			\$
Automated Phone Balance Inquiry			\$
Internet Balance Inquiry			\$
ATM Balance Inquiry			\$
At Proposer's ATM			\$
At all other ATMs			\$
At ATMs outside the US			\$
Bank Teller Withdrawal			\$
At Proposer's bank			\$
At all other banks			\$
POS PIN-Based Transaction			\$
Account Statement			\$
Card Delivery by US Mail			\$
Card Delivery by Overnight Courier			\$
Customer Service - Internet			\$
Customer Service - phone			\$
ACH Transfer			\$
Cash Advance at any participating Visa/Master Card Member bank			\$
Transaction Denied for Insufficient Funds			\$
Inactive Account Fee			\$
Currency Conversion			\$

Account Closure with Check Issuance			\$
Processing ACH file to fund stored value card			\$
Stored value card recurring maintenance fee			\$
Total Cost			\$

ATTACHMENT B: SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA
PARISH OF _____

File No. _____
Solicitation No. _____

(NAME OF CONTRACT)

1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)

3. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for _____ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed _____ months.

4. DELIVERABLES

The Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

5. PERFORMANCE STANDARDS

5.1. PERFORMANCE REQUIREMENTS

5.2. PERFORMANCE MEASUREMENT/EVALUATION

5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

6. PAYMENT TERMS

The Contractor shall provide the referenced Stored Value Card services at no cost to the State. The Contractor will be allowed to charge various fees in accordance with the Fee Schedule set forth in **Attachment “_”** to this Contract to the Cardholder under certain circumstances.

There shall be no cost or fee to the State for implementation or transition. Any estimated fees or costs shall be expressly stated as well as any proposed allowances available to the State.

7. TAXES

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “_”** to this Contract. State agencies are exempt from all State and local sales and use taxes.

8. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

9. TERMINATION

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

9.1. TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

10. CONTRACT MODIFICATIONS

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

11. OWNERSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this Contract.

12. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13. WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE AND BONDS

16.1. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____ of the RFP)*. The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

16.2. PERFORMANCE BOND

Contractor shall provide a Performance Bond (Surety Bond) in the amount of _____ dollars (\$_____) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

16.3. FIDELITY BOND

The Contractor shall be required to provide a Fidelity Bond in the amount of \$_____ to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of _____ shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

17. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

18. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

19. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

22. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

23. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Dept. of _____, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. RECORD RETENTION

The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years after final payment.

27. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

28. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

29. SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

30. COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

32. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

33. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

34. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

35. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

36. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

37. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

38. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

39. HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

40. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

41. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

42. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title _____

Approved by:

Director of State Procurement

Date: _____

ATTACHMENT C: INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance may be included in the Contractor's bid.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or

equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Its Officers, Agents, Employees and Volunteers
P.O. Box 94095, Baton Rouge, LA 70804-9095

Project or Contract #: Stored Value Card Services

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract

ATTACHMENT D: ACCOUNT AND CARD STATISTICS

Please see the Excel attachment for Attachment D: Account and Card Statistics.

ATTACHMENT E: REFERENCE QUESTIONNAIRE

The following questionnaire is to be completed by Proposer. Proposer may complete their name and forward to reference responder with instructions to complete and deliver directly to the Office of State Procurement by the proposal due date.

Reference Response Questionnaire

Due Date is _____

You have been requested to serve as a reference for an upcoming project by:

Proposer's Name: _____

Please complete the following questions and mail or e-mail directly to:

Stored Value Card Services RFP

Attention: Andrew Guzzardo

Office of State Procurement

P.O. Box 94095

Baton Rouge, LA 70804-9095

E-mail: [Andrew.Guzzardo@la.gov]

Telephone: 225-342-8040 if you have questions concerning this questionnaire.

Reference Organization Name: _____

Person Responding To This Request for Reference Information:

Signature: _____

Name and Title: _____

Telephone: _____

Email: _____

Date Reference Form Completed: _____

Type of Products/Services/Work provided by Proposer:

When were Products/Services/Work provided and approximate dollar values?

Note: Complete the questions on following pages for the products or services or work described above.

Reference Satisfaction Factors

Scoring System: 0=Not Applicable, 1=Very Dissatisfied, 2=Dissatisfied, 3=Satisfied, 4=Very Satisfied

Score Factor:

- A. The Proposer's Project Management Staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented.

Comments:

- B. The Proposer's Project line-level program subject matter expert staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented.

Comments:

- C. The Proposer's Project line-level technical staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented.

Comments:

- D. The Proposer lived up to the expectations, commitments and representations made during the procurement process.

Comments:

- E. The Proposer demonstrated the ability to promptly negotiate an equitable contract within the terms and conditions that were important to us and was acceptable.

Comments:

- F. The Proposer adhered to the terms of the contract and scope of work without undeserved complaint or unnecessary pressure.

Comments:

- G. The Proposer was responsive and solution-oriented when there were issues or problems with the contract, timeline, scope or deliverables.

Comments:

- H. The Proposer adhered to a sound project management methodology, using a comprehensive set of tools, processes and templates.

Comments:

- I. The Proposer utilized an appropriate mix of needed staff onsite and offsite and invested an appropriate number of staff-hours to meet the demands and requirements of the project. Proposer brought in additional staff or needed expertise when needed.

Comments:

J. The Proposer was willing to sacrifice, accommodate and not “knit-pick” when conditions seemed warranted and “go-the-extra-mile” when necessary.

Comments:

K. The Proposer created a work environment that was collaborative, constructive and cooperative as opposed to adversarial, uncomfortable and confrontational.

Comments:

L. The Proposer was able to deliver a stable, reliable product/service that we use and value.

Comments:

M. In retrospect the Proposer is one that we are glad we worked with.

Comments:

N. In the future the Proposer is one that we would like to work with again.

Comments:

O. What other advice or general observations would you like to pass along to Louisiana as we evaluate this Proposer?

Please provide the following:

Original (proposed) price from this vendor	\$ _____
Actual delivered price	\$ _____

Original (proposed) date of completion	_____
Actual date of completion	_____

If there were changes to the price or schedule, what was the cause of change?

How was user satisfaction measured?

How satisfied are the users?

Feel free to attach any documentation (e.g. commendation correspondence, warning correspondence, sample work product, lessons learned, QA or audit findings, etc.) that may provide additional insight into Proposer’s performance

ATTACHMENT F: CONFIDENTIALITY REQUIREMENTS

DCFS Confidentiality Requirements

- A. Confidentiality (Information and Telecommunications Systems Security)
1. The State requires that all Contractor-provided information and telecommunications systems be made secure from unauthorized access and use. Access to the required filing system, including but not limited to written correspondence, shall be limited to only those personnel who are authorized to support a given task. The Contractor shall maintain a listing of those employees with authorized access. When designing system security, the Contractor shall address factors including, but not limited to:
- a) Information Systems—Ensure that all information handled by computer systems is protected against unauthorized access, misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise.
 - b) Telecommunications Systems—Provision of telecommunications security is sufficient to protect all incoming and outgoing calls and electronic inquiries/responses, and all data collected from these activities, from unauthorized access or loss.
 - c) Software Applications and Databases—Access to software applications and databases is limited to only those personnel who are authorized to support a given task. Such restriction is accomplished through the use of customized menus, user log-on identification codes, operator-defined password protection, and or automatic timeout values. The Contractor shall use expiration dating as a method of password security maintenance.
 - d) System Testing—System testing is performed on a regular basis to monitor adherence to, and compliance with, stated security measures.
 - e) Audits—Contractor shall be subject to periodic system audits in the same manner and fashion as conducted by the State. Such audits shall relate to both Contractor-provided systems and Contractor's use of State-provided data under the contract. Examples of such audits include Legislative and security audits, generation of active employee listings to verify user identification maintenance practices, retrieval of user activity reports and archived security information, and demonstration of Contractor's ability to monitor, collect, store, and control access to usage data.
 - f) Proper Notification—The Contractor shall report all attempts made, whether successful or not, to breach the physical security of the facilities or primary data centers where the work is performed, or any related telecommunications and information systems that support each task. The Contractor shall adhere to applicable agency IT Incident Handling Procedures for reporting these intrusions, including escalation to Department of Homeland Security FedCIRC, if necessary. Such reports shall be made to the State as soon as possible and in no event more than twenty-four (24) hours after discovery of the incident. In rare instances, the Contractor may receive calls that threaten the well being of the State and/or

other personnel or property. The Contractor shall ensure that procedures are in place to report the calls immediately to the appropriate law enforcement agency(ies).

B. Facility Security

1. The Contractor is responsible for providing a physically secure facility for people, equipment, and documentation. All security requirements apply to the Contractor's facility, alternative facility, or any subcontractor facilities. When designing physical security measures, Contractor shall address factors including, but not limited to:

- a) Controlled Access—All personnel who enter the facility shall be issued a badge or identification card. Employees shall have a permanent badge and approved visitors receive a temporary badge.
- b) In general, facility access is limited to:
 - (1) Contractor personnel performing work under the contract
 - (2) Authorized State personnel
 - (3) Maintenance personnel or suppliers performing upkeep or repair of facilities or equipment
 - (4) Customer personnel visiting the site on official business
 - (5) Personnel as approved jointly by Contractor and the State
- c) The Contractor must obtain DCFS approval prior to granting either current or potential customers access to areas where State work is performed.

2. Terminated employees shall have their badges removed and their accounts deactivated and/or deleted from any system access immediately upon termination. Proof of such removal shall be documented by Contractor and made available to the State upon request.

3. Data and Telecommunications Center—The primary data and telecommunications center is secured through the use of key-code access with entrance granted only to those requiring access to this area on a regular basis to perform their normal job functions or who are escorted as in the case of visitors or technicians. Establishing a separate and secure area for computer terminals to which only those employees assigned to the Stored Value Card Services Contract will have access. The Contractor understands and agrees that the state network connection and software shall only be used in the performance of the agreed upon functions, and that usage of the state network and network software for unauthorized purposes may result in the termination of the Contract.

4. Confidential Information—Subsequent to the implementation of a new agency/program, DCFS will provide the Contractor with a listing of items it deems proprietary and confidential in nature. Examples of such data include, but are not limited to, customer names, addresses, and social security numbers. The Contractor shall implement appropriate security measures to ensure such data is safeguarded in a manner consistent with those employed by the State. Examples of data security include locked file storage, confidentiality stamping, restricted system access, data encryption, restricted print options, and disposal by shredding.

C. The Contractor must maintain confidentiality and privacy at all times, in accordance with state regulations, federal regulations, and DCFS policies. Title IV-D and non IV-D payment information must be maintained and used solely for child support enforcement purposes and safeguarded as provided in 45 CFR 303.21. Breaches of confidentiality may

result in fines, penalties, and civil or criminal proceedings. Any Contract employee who breeches confidentiality requirements may be terminated. **Contractor breach of confidentiality with regard to data or information may be cause for contract termination.**

D. Confidentiality regarding disclosure of information is essential. The Contractor must adhere to all DCFS program policy regarding the specific types of information that may be released. The Contractor must ensure that any information provided by the State relative to clients is used only for the administration of the contract, or in any investigation, prosecution, or criminal or civil proceeding conducted pursuant to the contract.

E. All personnel necessary to carry out the terms, conditions and obligations of this scope shall be the responsibility of the Contractor. The Contractor shall hire, fire, train, and supervise all professional, paraprofessional, and support personnel necessary to carry out the terms of this scope of work. Neither the Contractor nor any of its staff shall be considered employees of DCFS. Training records shall be maintained for State review.

LOUISIANA WORK FORCE CONFIDENTIALITY REQUIREMENTS

All data provided to the Contractor by the Louisiana Workforce Commission for use in paying unemployment compensation to individuals, referred to herein as “shared data,” is confidential pursuant to 20 Code of Federal Regulations (CFR) Part 603 and Louisiana Revised Statute 23:1660, and all confidentiality requirements thereby required are hereby incorporated into and made a requirement of this Agreement. This shared data is not subject to public disclosure under the Louisiana Public Records Law, La. R.S. 44:1 et seq. The Contractor agrees to:

- Establish safeguards to protect the confidentiality of the shared data and limit access to authorized users for the purposes authorized in this agreement. Make the data accessible only to those staff requiring the data in the official performance of their job duties.
- Instruct all personnel having access to shared data about the confidentiality and security requirements affecting the shared data under the terms of the contract and ensure that the personnel adhere to those requirements.
- If it is determined that the effective administration of the contract requires providing direct remote access to shared data by Contractor staff, notify the Louisiana Workforce Commission within fifteen (15) days of the resignation or termination from employment of any person having direct remote access to shared data contained in the Louisiana Workforce Commission’s data processing system, or if any person who has such access to shared data no longer requires such access to shared adapt. The purpose of this requirement is to effect the prompt disabling of any such person’s remote access to shared data. Failure to provide such information may result in the immediate termination of the contract.
- Store shared data in a place physically secure from access by unauthorized persons. Shared data may not be stored on any portable storage media or peripheral device (e.g., laptops, thumb drives, hard drives, etc.). Shared data may be printed only if printed data is essential to the Contractor’s authorized use.

- Store and process the data in an electronic format that is secure from access by unauthorized persons.
- Be responsible and liable for ensuring that the confidentiality of shared data received is maintained as required under both federal and state laws, and indemnify and hold harmless the Louisiana Workforce Commission against any suits, claims, actions, complaints, liability of any kind, or legal costs, related to or arising from any breach of the confidentiality of the shared data or the misuse of shared data.
- Under no circumstances shall shared data be used for any type of solicitation without the express written approval of LWC for that specific purpose.
- Dispose of shared data, including all copies thereof, after the purpose for disclosure has been served. This provision shall not be construed to restrict the Contractor's retention of said information to the extent required by any applicable laws, regulations, rules, audit needs, or other requirements applicable to the Contractor that directly or indirectly require the retention of shared data by the Contractor. "Dispose" means the return of the information to the Louisiana Workforce Commission or the destruction of the information in a manner approved by the Louisiana Workforce Commission.
- Fully and promptly report to the Louisiana Workforce Commission any infraction or violation of the confidentiality or security requirements set forth in the contract, and take appropriate disciplinary action against anyone found to have violated the terms of the contract or applicable federal or state law.

ATTACHMENT G: Sample File Layout

Below is a Sample File Layout for Workforce Cards Not Activated, IDC Report and Government Activation Report.

Workforce Cards not Activated

	A	B	C	D	E	F	G	H	I	J	K	L
1	Sweeper for Cards never activated - Louisiana UI											
2	Program ID	Program Name	Client Program ID	Client Program Name	Registration Date	Fund First Loaded	Card ID	PTAN	Last Name	First Name	Last4Digit	Old Card Status
3												
4												

IDC Report

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Program Name	Program ID	Client Program Name	Client Program ID	Client Location Name	Client Location ID	Customer ID	Card ID	Account Number	PTAN	Change Code	Change Type	Old Value	New Value

Government Activation Report

A	B	C	D	E	F	G	H	I	J	K
ClientProgramName	Client Program ID	Cardholder Last Name	Cardholder First Name	Card ID	PTAN	Participant ID	Registration Date	Activation Date	New Enrollment	